

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sure Fit, Inc.		09/18/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1600 John F. Kennedy Boulevard
Internal Address:	Suite 810
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	National Association:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2547468	DECOR EXPRESS
Registration Number:	3043711	SURE FIT
Registration Number:	0521780	SURE-FIT
Registration Number:	3028573	THE 10-MINUTE MAKEOVER
Serial Number:	76564152	HOMESTYLE BY SURE FIT

CORRESPONDENCE DATA

Fax Number: (973)295-1283

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 973-443-3553

Email: whelanm@gtlaw.com

Correspondent Name: Mary Whelan- Greenberg Traurig, LLP

Address Line 1: 200 Park Avenue

Address Line 4: Florham Park, NEW JERSEY 07932

ATTORNEY DOCKET NUMBER:

050255-022600

TRADEMARK

900116806

REEL: 003858 FRAME: 0272

CH \$140.00 2547468

NAME OF SUBMITTER:	Mary J. Whelan
Signature:	/Mary J. Whelan/
Date:	09/24/2008
<p>Total Attachments: 8</p> <p>source=tsa_2448#page1.tif</p> <p>source=tsa_2448#page2.tif</p> <p>source=tsa_2448#page3.tif</p> <p>source=tsa_2448#page4.tif</p> <p>source=tsa_2448#page5.tif</p> <p>source=tsa_2448#page6.tif</p> <p>source=tsa_2448#page7.tif</p> <p>source=tsa_2448#page8.tif</p>	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement"), dated as of September 18, 2008, is made by and between Sure Fit Inc., a Delaware corporation having a business location at the address set forth below next to its signature (the "Company"), and Wells Fargo Bank, National Association ("Wells Fargo"), having a business location at the address set forth below next to its signature.

Recitals

A. Company and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Company hereby irrevocably pledges, assigns and grants to Wells Fargo a security interest (the "Security Interest") with power of sale, to the extent permitted by law, in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Trademarks.** Exhibit A accurately lists all registered Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of registered Trademarks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, Company owns or controls any registered Trademarks not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Title.** Company has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(d) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(e) **Maintenance.** Company will at its own expense maintain the Trademarks material to its business to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark that is material to the Company's business, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(f) **Wells Fargo's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives

Company written notice thereof (or, in the case of the agreements contained in subsection (e), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(g) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (f) or exercising its rights under Section 6.

(h) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (g) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Company's Use of the Trademarks. Company shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the

representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may, upon giving notice to the Company (to the extent required by the Credit Agreement or applicable law), sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Wells Fargo may enforce the Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns. A carbon, photographic or other reproduction of this Agreement shall have the same force and effect as the original for all purposes of filing. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

[Signature pages follow]

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Sure Fit Inc.
6575 Snowdrift Road, Suite 101
Allentown, Pennsylvania 18106

SURE FIT INC.

By: HUGH ROWIT
Name: HUGH ROWIT
Title: CEO

STATE OF PA)
COUNTY OF LEHIGH)

The foregoing instrument was acknowledged before me this 10th day of September, 2008, by HUGH ROWIT the CEO of Sure Fit Inc., a Delaware corporation, on behalf of the corporation.

Dawn L. Whitmer
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Dawn L. Whitmer, Notary Public
City Of Allentown, Lehigh County
My Commission Expires May 17, 2011
Member, Pennsylvania Association of Notaries

Wells Fargo Bank, National Association
1600 John F. Kennedy Boulevard
Suite 810
Philadelphia, Pennsylvania 19103

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: *Dionne D. Rice*
Name: Dionne Rice
Title: Vice President

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

UNITED STATES ISSUED TRADEMARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Décor Express	2,547,468	3/12/2002
Sure Fit	3,043,711	1/17/2006
Sure-Fit (Stylized)	521,780	3/7/1950
The 10-Minute Makeover	3,028,573	12/13/2005

UNITED STATES TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
Homestyle by Sure Fit	76/564,152	11/24/2003

FOREIGN ISSUED TRADEMARKS

European Union

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Sure Fit	3501236	8/23/2005

Japan

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Sure Fit	4794636	8/13/2004

New Zealand

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Sure Fit	707088	1/21/2004

FOREIGN TRADEMARK APPLICATIONS

Canada

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
Homestyle by Sure Fit	3501152	10/31/2003

Brazil

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
Sure Fit	826653560	6/24/2004

China

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
Sure Fit	4105658	6/7/2004

Mexico

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
Sure Fit	637,963	1/19/2004

South Korea

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
Sure Fit	2004-03226	1/27/2004